

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: FY06-12A  
Applicant \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
Resolution No. 08-64

Council Action March 10, 2008

### SUBJECT/TITLE

Council consideration of a resolution accepting the work of Eimco Water Technologies, LLC as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the Integrated Fixed Film/Activated Sludge System Equipment for the Secondary Treatment System Improvements,

### BACKGROUND/DISCUSSION

- The City of Council Bluffs Water Pollution Control Plant (WPCP) was in need of additional organic removal capacity.
- The majority of the Council Bluffs WPCP primary and secondary treatment units were placed into operation in 1973. Additional secondary treatment for organic removal was added in 1995 with the activated sludge system.
- The City had an engineering study completed to evaluate various alternatives for additional secondary treatment capacity.
- Based on the study, an upgrade to the activated sludge system to a Integrated Fixed/Film Activated Sludge (IFAS) system had been determined to be the most cost effective upgrade to increase organic removal capacity from its present capacity of 18,600 lbs/day CBOD to 40,000 lbs/day CBOD.
- The upgrade was proposed to be accomplished in two Phases. Phase I raised the capacity of the WPCP to 28,000 lbs/day CBOD. Phase II would follow as the organic loading to the WPCP increases.
- Phase I of the upgrade was designed in 2005. The project was let in two (2) separate contracts. The first contract sole source the IFAS equipment from Eimco Water Technologies.
- The IFAS equipment was sole sourced from Eimco Water Technologies due to substantial lower capital costs, operational parameters, method of fabrication, and cost of repair/replacement when compared to other materials available.

The Phase I project is FY06-12 in the CIP and has a budget of \$4 million in general obligation bonds and \$1 million in sewer use fees from the WPCP depreciation fund.

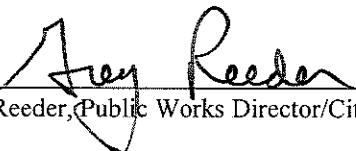
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Summary of procurement from EIMCO Water Technologies, LLC:

• Original Contract Amount	\$984,839.00
Final Contract Amount	\$984,839.00
Less Previous Payments	\$935,597.05
Retainage due contractor	\$ 49,241.95

**RECOMMENDATION**

Approval of this resolution.

  
\_\_\_\_\_  
Greg Reeder, Public Works Director/City Engineer

\_\_\_\_\_  
The Honorable Thomas P. Hanafan, Mayor

**RESOLUTION**

**No. 08-64**

**RESOLUTION ACCEPTING THE WORK OF  
EIMCO WATER TECHNOLOGIES LLC IN CONNECTION WITH  
THE PROCUREMENT OF  
THE INTEGRATED FIXED FILM/ACTIVATED SLUDGE SYSTEM  
AND FINE BUBBLE DA EQUIPMENT FOR THE  
SECONDARY TREATMENT SYSTEM IMPROVEMENT  
FY06-12A  
AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ISSUE  
A CITY CHECK IN THE AMOUNT OF \$49,241.95**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Eimco Water Technologies, LLC, Salt Lake City, UT for the Integrated Fixed Film/Activated Sludge System Equipment for the Secondary Treatment System Improvements; and
- WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the City clerk; and
- WHEREAS, a request for final payment in the amount of \$49,241.95 to Eimco Water Technologies, LLC has submitted to the city council for approval and payment; and
- WHEREAS, final payment is due 30 days after acceptance of the work; and
- WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$49,241.95 constitutes a valid obligation of the City and should in its best interest be paid.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That said report of the engineer is hereby approved and adopted, and said improvements are hereby accepted as having been fully completed in accordance with said plans and specifications.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$49,241.95 payable to Eimco Water Technologies, LLC, from budget code Z05200-679940 Project #00237.

ADOPTED  
AND  
APPROVED: March 10, 2008

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST:

\_\_\_\_\_  
Judith Ridgeley, City C

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: FY09-05C  
Applicant \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
Resolution No. 08-65

Council Action: March 10, 2008

### SUBJECT/TITLE

Council consideration of a resolution accepting the bid of MFT Construction, Inc. in the amount of \$350,251.42 for the 10<sup>th</sup> Avenue Storm Sewer Improvements.

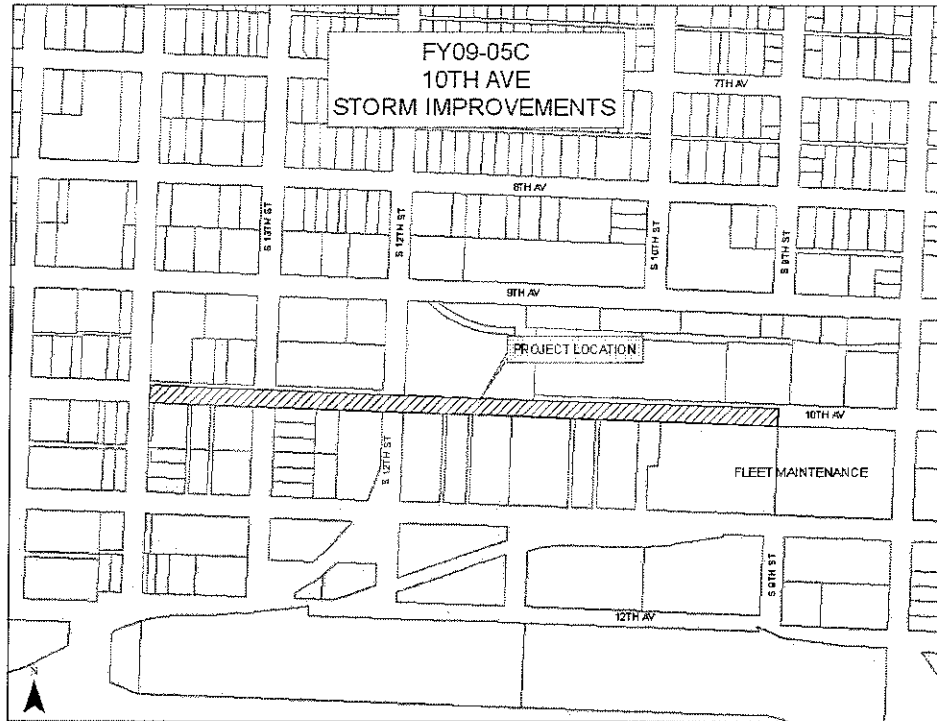
### BACKGROUND/DISCUSSION

- On February 28, 2008, bids were received in the office of the City Clerk as followed:

	<u>Division I</u> <u>General</u>	<u>Division III</u> <u>Storm Sewer</u>	<u>Division IV</u> <u>Sanitary Sewer</u>	<u>Division V-A</u> <u>City Water Main</u>	<u>Division V-B</u> <u>Water Works</u>	<u>Total</u>
MFT Construction	\$36,718.30	\$191,707.73	\$11,304.80	\$45,570.43	\$64,950.16	\$350,251.42
Leazenby Const.	\$54,957.35	\$233,007.85	\$10,450.00	\$40,002.28	\$56,433.44	\$394,850.92
Main's 'N More	\$68,504.00	\$265,062.43	\$20,500.00	\$50,563.80	\$77,026.64	\$481,656.87
R. D. Blue Const.	\$51,104.50	\$306,623.15	\$11,165.00	\$49,945.00	\$63,417.70	\$482,255.35
J & K Contracting	\$55,550.83	\$309,069.22	\$10,363.79	\$54,010.03	\$66,184.50	\$495,178.07
Synergy Contracting	\$97,011.00	\$323,286.00	\$ 3,900.00	\$70,839.00	\$84,728.00	\$579,764.00

- The city is proposing to construct a new fleet maintenance facility on 10<sup>th</sup> Avenue near 9<sup>th</sup> Street. This location is a part of the city owned property which extends from 8<sup>th</sup> Street to 12<sup>th</sup> Street between 11<sup>th</sup> Avenue and 10<sup>th</sup> Avenue. The site has been masterplanned for the eventual relocation of all public works facilities to this location. Currently the existing old CO-OP building is occupied by pump station maintenance division and the Parks Department's building maintenance division.
- There is no storm sewer in 10<sup>th</sup> Avenue and drainage in the area is very poor.
- This project involves construction of a storm sewer in 10<sup>th</sup> Avenue from Indian Creek to 9<sup>th</sup> Street.
- The project will also include a water main extension. The site currently is not served by existing water main.
- This project is in coordination with the proposed new fleet maintenance facility. Site prep work for that project is to be done this winter. The construction of the fleet building is scheduled to start in the spring of 2008.
- This is project FY09-05C in the CIP and is funded by sales tax funds. The project is scheduled for 2008 construction. The water works will reimburse the city for Division V-B.

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### RECOMMENDATION

Approval of this resolution.

  
Greg Reeder, Public Works Director/City Engineer

\_\_\_\_\_  
The Honorable Thomas P. Hanafan, Mayor

**RESOLUTION**

**No. 08-65**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
MFT CONSTRUCTION, INC. FOR THE  
10TH AVENUE STORM SEWER  
IMPROVEMENTS  
FY09-05C**

- WHEREAS, the plans, specifications, and form of contract for the 10<sup>th</sup> Avenue Storm Sewer Improvements are on file in the office of the City Clerk; and
- WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on January 28, 2008, and the plans, specifications and form of contract were approved; and
- WHEREAS, MFT Construction, Inc. has submitted a low bid in the Amount of \$350,251.42 for this contract.

**NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of MFT Construction, Inc. in the amount of \$350,251.42 is hereby accepted as the lowest and best bid received for said work; and

**BE IT FURTHER RESOLVED**

That the City Council does hereby award the contract in connection with the 10<sup>th</sup> Avenue Storm Sewer Improvements; and

**BE IT FURTHER RESOLVED**

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with MFT Construction, Inc. for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

**ADOPTED  
AND**

**APPROVED**      March 10, 2008

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Thomas P. Hanafan, Mayor

**ATTEST:**

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Judith Ridgeley, City Clerk

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: FY07-09A  
Applicant

Ordinance No.   
Resolution No. 08-66

First Reading March 10, 2008

### SUBJECT/TITLE


Resolution authorizing the Mayor to execute an Addendum to IDOT Preconstruction Agreement 2008-12-011 in connection with the So. 24<sup>th</sup> Street Bridge over I-80.


### BACKGROUND/DISCUSSION

- In November, 2007, the Council approved an IDOT Preconstruction Agreement for the So. 24<sup>th</sup> Street Bridge over I-80.
- The standard agreement describes the project responsibilities for the city and the state. The city agreed to reimburse the state for roadway costs incurred between the north interstate ramps and 27<sup>th</sup> Avenue/Bass Pro Drive.
- As part of the bridge project, MidAmerican Energy must relocate a power line which crosses South 24<sup>th</sup> Street. Jointly the city and state agreed the power line should be relocated underground for aesthetic reasons.
- The cost to bury the power line is estimated at \$17,275. The state will fund \$5,758 and the city is responsible for \$11,917.
- Iowa West Foundation has agreed to reimburse the city for ½ of the city cost which is \$5,758.
- The city's share of the cost will be funded by the So. 24<sup>th</sup> Street Reconstruction project budget, FY07-09A in the CIP.

### RECOMMENDATION

Approval of this resolution.

  
Greg Reeder, Public Works Director/City Engineer

  
The Honorable Thomas P. Hanafan, Mayor

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**RESOLUTION**

**No. 08-66**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN ADDENDUM TO IDOT  
PRECONSTRUCTION AGREEMENT 2008-12-011  
IN CONNECTION WITH  
RELOCATING OF POWER LINE CROSSING  
SO. 24<sup>TH</sup> STREET BRIDGE OVER I-80  
FY07-09A**

WHEREAS, the IDOT wishes to make improvements known  
as the relocation of a power line across So. 24<sup>th</sup> Street  
Bridge over I-80, within the city, as therein described; and

WHEREAS, IDOT has submitted an agreement for said  
relocation of the power line; and

WHEREAS, the city council deems approval of said agreement  
to be in the best interest of the City of Council Bluffs

ADOPTED

AND

APPROVED March 10, 2008

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Thomas P. Hanafan, Mayor

ATTEST:

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Judith Ridgeley, City Clerk



Staff Action: \_\_\_\_\_

**ADDENDUM TO  
PRECONSTRUCTION AGREEMENT  
2008-12-011**

County	Pottawattamie
City	Council Bluffs
Project No.	IM-080-1(308)2--13-78
	IM-080-1(334)2--13-78
Iowa DOT	
Addendum No.	2008-12-011A

**T**his Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Council Bluffs, Iowa, hereafter designated the "CITY" in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code sections 28E.12 and 306A.7;

WITNESSETH; that

WHEREAS, the DOT proposes to establish or improve an extension of Interstate Highway No. I-80/29 as a controlled access facility within Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, the DOT and the CITY are willing to jointly participate in said project, in the manner hereinafter provided; and

WHEREAS, this Addendum reflects the current concept of this project which is subject to modification by the DOT; and

NOW, THEREFORE, IT IS AGREED as follows:

1. The CITY and DOT previously entered into Agreement 2008-12-011, which was signed by the CITY and DOT on September 10 and September 17, 2007 respectively, for construction of the following project:

The 24<sup>th</sup> Street bridge over I-29/80 will be replaced with a 353'-6" by 82-foot Continuous Welded Steel Girder Bridge. The bridge and roadway approaches project provides for a six-lane facility with a 10-foot multi-use trail on the west

side and an 8-foot (on the bridge) and 5-foot (off the bridge) sidewalks on the east side. The total limits of 24<sup>th</sup> Street reconstructed will be a distance of approximately 1,715 feet and will extend from Sta. 40169+36 northerly to Sta. 40186+55.

2. Subsequent to execution of the above referenced Agreement it was determined that it will be necessary to bury a power line that currently crosses overhead on 24<sup>th</sup> Street near the new bridge over I-29/80 in order to improve the aesthetics in the area. This crossing is at approximately Sta. 40183, just north of the west bound ramp terminals. The DOT and CITY shall share the cost of burying the power line by boring 2 five-inch pipes estimated at \$17,275.46 by MidAmerican Energy Company (\$5,758.49 DOT and \$11,516.97 CITY). (See Exhibit A for location.)
3. The DOT will have the power line buried by MidAmerican Energy Company and will bill the CITY for its share of the actual cost upon completion.

#### **Miscellaneous Provisions**

4. Previously executed Agreement 2008-12-011, except as modified or extended herein, will remain in full force and effect.
5. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
6. If any section, provision, or part of this Addendum will be found to be invalid or unconstitutional, such judgment will not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. This Addendum may be executed in two counterparts, each of which so executed will be deemed to be an original.
8. This document, as well as the unaffected provisions of previously executed Agreement 2008-12-011, represents the entire Agreement between the CITY and DOT regarding this project. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

**IN WITNESS WHEREOF**, each of the parties hereto has executed Addendum No. 2008-12-011A as of the date shown opposite its signature below.

**CITY OF COUNCIL BLUFFS:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 200 \_\_\_\_  
 Title: Mayor

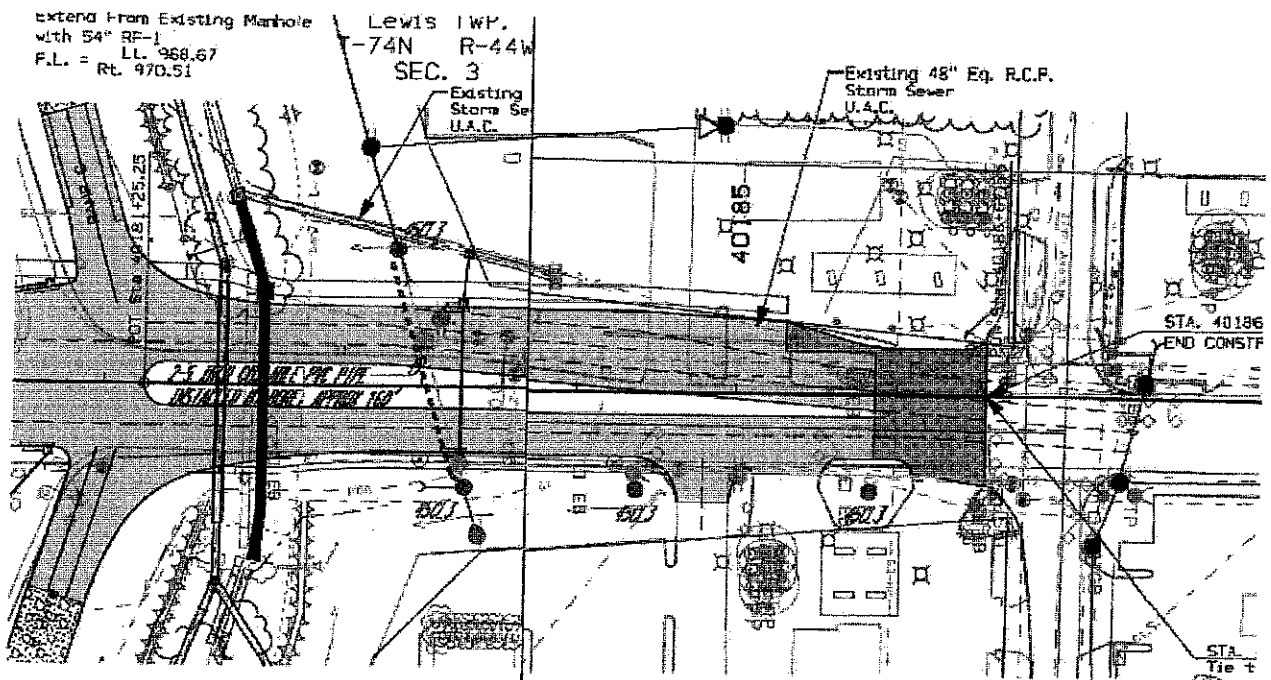
I, \_\_\_\_\_, certify that I am the Clerk of the CITY, and that  
 \_\_\_\_\_, who signed said Agreement for and on behalf of the CITY  
 was duly authorized to execute the same on the \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

Signed: \_\_\_\_\_  
 City Clerk of Council Bluffs, Iowa.

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 200 \_\_\_\_  
 John Selmer  
 District Engineer  
 District 4

## EXHIBIT A

LOCATION  
POWER LINE TO BE BURIED - - - - -

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: FY09-10  
Applicant

Ordinance No.   
Resolution No. 08-67

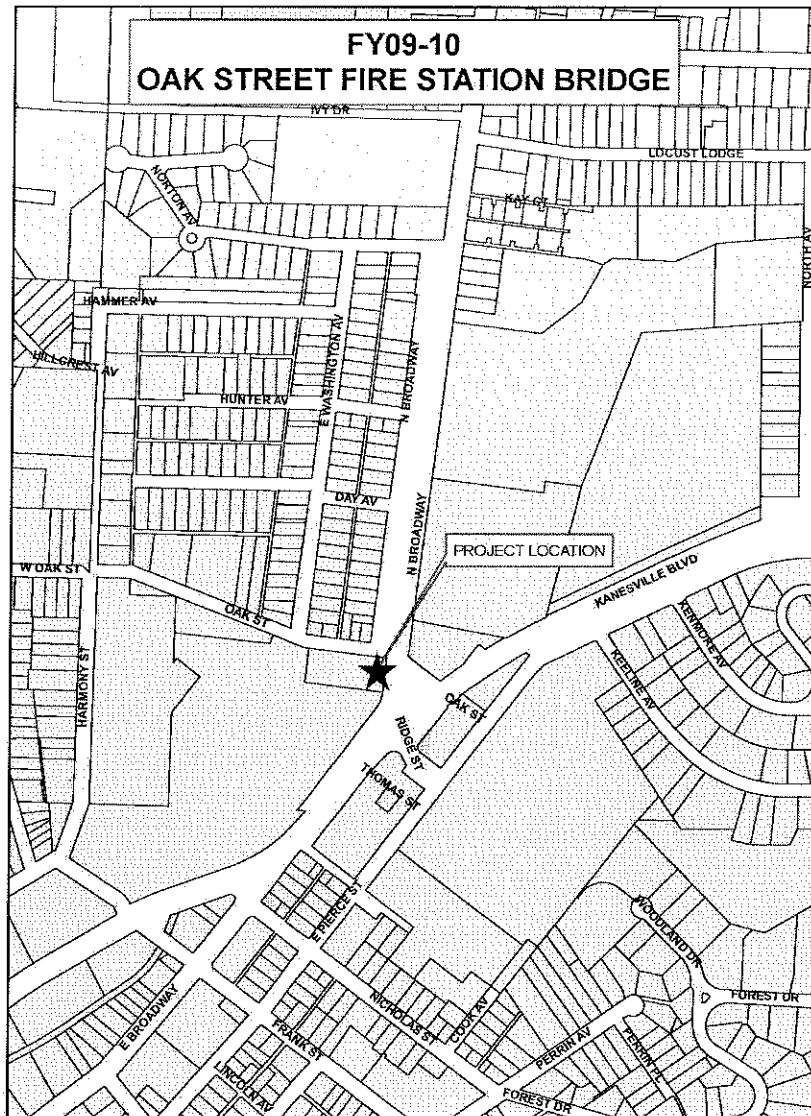
Council Action March 10, 2008

### SUBJECT/TITLE

Resolution authoring the Mayor to execute IDOT Agreement No. 408-HBRRU-008 for Federal Highway Bridge Funds for the Oak Street Fire Station Bridge over Indian Creek IDOT Project No. BRM-1642(655)--8N-78.

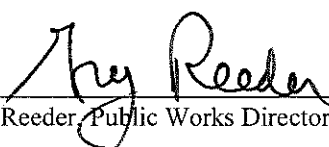
### BACKGROUND/DISCUSSION

- IDOT administers federal and state funding programs for the replacement of structural and functional deficient bridges. The programs are based on competitive rankings.
- The Oak Street Fire Station Bridge over Indian Creek was the City's worst rated bridge. It ranked fourth in the state for bridges participating in the program.
- IDOT has offered the city 80% funding for construction replacement of the Oak Street Fire Station Bridge.
- The bridge will likely be replaced by a box culvert structure.
- Construction is scheduled for 2009.
- This project is programmed in the CIP as project FY09-10. Project budget provides \$320,000 in federal bridge funds and \$200,000 in G. O. Bonds.



### RECOMMENDATION

Approval of this resolution.

  
Greg Reeder, Public Works Director/City Engineer

The Honorable Thomas P. Hanafan, Mayor

**RESOLUTION**

**No. 08-67**

**RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE IDOT AGREEMENT NO. 408-HBRRU-008  
PROJECT NO. BRM-1642(655)--8N-78  
IN CONNECTION WITH  
OAK STREET FIRE STATION BRIDGE OVER INDIAN CREEK  
FY09-10**

WHEREAS, the IDOT wishes to make improvements known  
as the Oak Street Fire Station Bridge over Indian Creek, within the  
city, as therein described; and

WHEREAS, IDOT has submitted an agreement for said  
improvements; and

WHEREAS, the city council deems approval of said agreement  
to be in the best interest of the City of Council Bluffs

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized and directed to execute an IDOT Agreement No. 408-HBRRU-008 in connection with the Oak Street Fire Station Bridge over Indian Creek. Project No. BRM-1642(655)--8N-78.

ADOPTED

AND

APPROVED March 10, 2008

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Thomas P. Hanafan, Mayor

ATTEST:

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Judith Ridgeley, City Clerk

May 2007

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a City Highway Bridge Program Project**

Recipient: City of Council Bluffs

Project No: BRM-1642(655)-8N-78

Iowa DOT Agreement No: (Agreement No.) **408-HBRV-008**

This is an agreement between the City of Council Bluffs, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, provided for the Federally funded Highway Bridge Program, now codified at Section 144 of Title 23, United States Code. This program makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. Federal regulations require Highway Bridge Program funds to be administered by the Department.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 4 Local Systems Engineer. The Recipient's contact person shall be the City Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 503940
  - B. Location: North Broadway over Indian Creek **AKA "FIRE STATION DR" GR 2/27/08**
  - C. Preliminary Estimated Total Cost: \$400,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Costs associated with work outside the eligible project construction limits are not eligible. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs or \$1,000,000, whichever is less.
6. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
7. It is the intent of both parties that no third party beneficiaries be created by this agreement.
8. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
9. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an



original and shall constitute but one and the same agreement.

10. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3 year deadline.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

Recipient: City of Council Bluffs

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that \_\_\_\_\_

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal

Resolution duly passed and adopted by the City, on the \_\_\_\_\_ day of \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Division

By \_\_\_\_\_ Date \_\_\_\_\_

Vincent L. Ehler, P.E.  
Local Systems Engineer  
District 4

**EXHIBIT 1**

**General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways**

**1. General Requirements.**

- a. Since this project is to be financed with local and Federal funds, the Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations.
- b. No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, national origin, sex, age, or disability in all Federally funded programs and activities of the recipients, subrecipients, and contractors. The Department will determine a Disadvantage Business Enterprise (DBE) Commitment on all Federally funded projects.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws. Where pedestrian facilities are provided, the Recipient shall make such facilities compliant with the ADA and Section 504 as part of any newly constructed, reconstructed, or altered street or highway. Alterations are changes to the structure, grade, function, or use of the street, and include such activities as: full depth pavement replacement, widening, resurfacing, signal installation, pedestrian signal installation, and other projects of similar scale and effect. In addition, by signing this agreement, if the Recipient has 50 or more employees, it certifies that it has a transition plan that meets the requirements of 28 CFR 35.150(d), including provisions for installation of curb ramps at all intersections of sidewalks with public streets. If the Recipient's transition plan does not include curb ramps, upon request by the Recipient, the Department will provide a sample curb ramp transition plan.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice shall include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph.
- f. The Office of Management and Budget (OMB) Circular A-133 requires the Department to inform the Recipient of the appropriate Catalog of Federal Domestic Assistance (CFDA) number and title to be used on the Schedule of Expenditures of Federal Awards (SEFA) that is required by OMB Circular A-133. CFDA #20.205 and title, "Highway Planning and Construction" shall be used for the Federal funds awarded for this project. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.

**2. Federal Authorization.**

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

**3. In-House Engineering Services.**

- a. If Federal funding is requested for in-house engineering services, the Recipient shall follow the procedure outlined in Index No. 2 of the Project Development Information Packet. If the Recipient desires to claim indirect costs under Federal awards, the Recipient shall prepare an indirect cost rate proposal and related documentation in accordance with the requirements of Office of Management and Budget (OMB) Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments. Before incurring costs for in-house engineering services, such an indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

**4. Consultant Services**

- a. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with Title 23, Code of Federal Regulations, Part 172 - Administration of Negotiated Contracts (23 CFR 172). These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in the Instructional Memorandum (I.M.) to Local Public Agencies 3.305, Federal-aid Participation in Consultant Costs.
- b. If preliminary engineering is Federally funded, and if the "do nothing" alternate is not selected, and if right-of-way acquisition for or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department an amount equal to the amount of Federal funds made available for such engineering.

**5. Environmental Requirements and other Agreements or Permits.**

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall submit the U.S. Department of Agriculture Farmland Conversion Impact Rating form, when required, to the U.S. Natural Resources Conservation Service (NRCS).
- c. The Recipient shall obtain agreements, as needed, from railroad and utility companies; and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, etc.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way, and the Policy for Accommodating Utilities on Primary Road System when on State's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
- e. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

**6. Right-of-Way.**

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding

for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the sum or sums of Federal funds in the right-of-way to the Department.

#### **7. Letting the Project.**

- a. The project plans, specifications, and project cost estimate (PS&E) shall be prepared and certified by a Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval to let the project.
- b. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
- c. The Recipient shall forward a Federal-aid Project Development Certification and final PS&E to the Department. As a condition for the Department to let the project, the Recipient agrees that the Recipient has the financial resources to proceed with the project if bids submitted are 110% of the project cost estimate or less. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- d. If the project is to be accomplished via a contract awarded by competitive bidding, the project will be let by the Department in accordance with its normal letting procedures. After bids are received and reviewed, the Department will furnish the Recipient with a tabulation of responsive bids.
- e. When let by the Department, the Department will prepare an Iowa DOT Staff Action identifying the lowest responsive bidder. The Department will mail three originals of the unexecuted contract to the Recipient.
- f. The Recipient shall take action to award a contract to the lowest responsive bidder or reject all bids. Following award of a contract, the Recipient shall forward to the Department two copies of the fully executed contract, two copies of the performance bond, and two copies of the certificate of insurance.

#### **8. Construction.**

- a. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- b. If Federal funding is requested for force account construction, the Recipient will follow the procedure outlined by the Department.
- c. The Recipient shall comply with the procedures and responsibilities for materials testing according to Department's Material I.M.s. The Department will bill the Recipient for testing services according to its normal policy. The Recipient should use the Department's Construction Manual as a guide for conducting other construction inspection activities.

#### **9. Payments.**

- a. After costs have been incurred, the Recipient may submit to the Department periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been paid in full and completed in substantial compliance with the terms of this agreement.
- b. The Department shall reimburse the Recipient for properly documented and certified claims for eligible project costs, either by state warrant, or by crediting other accounts from which payment may have been initially made. If, upon audits of contracts, the Department determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the Department.

- c. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, and any special assessments made by the Recipient (exclusive of any associated interest or penalties), pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties). The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
  - 1) refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

**10. Project Close-out.**

- a. Upon completion of the project, a Professional Engineer licensed in the State of Iowa shall certify in writing to the Department that the project was completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- b. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times during the construction period and for 3 years from the date of final Federal funding reimbursement, for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested.
- c. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

## Council Communication

Department: Legal	Ordinance No. Resolution No. <u>08-69</u>	Council Action: 3/10/2008
<b>Subject/Title</b>		
Resolution authorizing the Mayor to execute the Order Accepting the Acknowledgement/Settlement Agreement from Walgreens #5306, 301 W. Bennett Avenue, for a second violation of the State's tobacco laws.		
<b>Background/Discussion</b>		
Compliance checks resulted in citations being issued to employees of several businesses for providing tobacco to minors. We are pursuing civil penalties against the permittees. On December 10, 2007, an employee of Walgreens #5306 was issued a citation for providing tobacco to a minor. Since this was the second violation in two years, the permittee has the option of paying a \$1,500 civil penalty or a 30-day suspension of their cigarette permit. Walgreens #5306 has made payment of the \$1,500 penalty and has submitted their Acknowledgement/Settlement Agreement. A resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from Walgreens #5306.		
<b>Recommendation</b>		
Authorize the Mayor to execute Order Accepting the Acknowledgement/Settlement Agreement from Walgreens #5306 for a second violation of the State's tobacco laws,		

Don Bauermeister, Asst. City Attorney

\_\_\_\_\_  
Mayor Signature

6 H

BEFORE THE CITY COUNCIL  
FOR THE CITY OF COUNCIL BLUFFS, IOWA

---

IN RE:

Walgreen Company  
P.O. Box 901, MS #1435  
Deerfield, IL 60015

Walgreens #5306  
301 West Bennett Avenue  
Council Bluffs, IA 51503

ORDER ACCEPTING  
ACKNOWLEDGEMENT/SETTLEMENT  
AGREEMENT - 2ND VIOLATION

---

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2008, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgement/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of a one thousand five hundred dollar (\$1,500.00) fine be accepted from the above-captioned permittee. This sanction will count as a **second** violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

\_\_\_\_\_  
THOMAS P. HANAFAN Mayor

Attest:

\_\_\_\_\_  
JUDITH RIDGELEY City Clerk

**RESOLUTION NO. 08-69**

A RESOLUTION authorizing the Mayor to execute the Order Accepting the Acknowledgement/Settlement Agreement from Walgreens #5306 for a second violation of Iowa's tobacco laws.

WHEREAS, the State of Iowa has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs resulted in a citation being issued to an employee of Walgreens #5306 on December 10, 2007, for a second violation of the State's tobacco laws; and

WHEREAS, for a second violation within a period of two years, the retailer may choose a \$1,500 civil penalty or the retailer's cigarette permit shall be suspended for a period of 30 days. The retailer has selected the \$1,500 civil penalty.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgement/Settlement Agreement attached hereto and made a part hereof.

ADOPTED  
AND  
APPROVED March 10, 2008

\_\_\_\_\_  
THOMAS P. HANAFAN Mayor

Attest:

\_\_\_\_\_  
JUDITH RIDGELEY City Clerk



## Council Communication

Department: Legal	Ordinance No. Resolution No. <u>08-70</u>	Council Action: <u>03/10/2008</u>
<b>Subject/Title</b>		
Resolution authorizing the Mayor to execute the Order Accepting the Acknowledgement/Settlement Agreement from Hy-Vee Drugstore, 757 West Broadway, for a first violation of the State's tobacco laws.		
<b>Background/Discussion</b>		
Recent compliance checks resulted in citations being issued to employees of several businesses for providing tobacco to minors. We are pursuing civil penalties against the permittees. On November 29, 2007, an employee of Hy-Vee Drugstore, 757 West Broadway, was issued a citation for providing tobacco to a minor. Hy-Vee Drugstore has made payment of the \$300.00 penalty and has submitted their Acknowledgement/Settlement Agreement. A resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from Hy-Vee Drugstore.		
<b>Recommendation</b>		
Authorize the Mayor to execute the Order Accepting the Acknowledgement/Settlement Agreement from Hy-Vee Drugstore, 757 West Broadway, for a violation of the State's tobacco laws,		

Don Bauermeister, Asst. City Attorney

\_\_\_\_\_  
Mayor Signature

BEFORE THE CITY COUNCIL  
FOR THE CITY OF COUNCIL BLUFFS, IOWA

---

IN RE:

HY-VEE DRUGSTORE  
757 WEST BROADWAY  
COUNCIL BLUFFS, IA 51501

ORDER ACCEPTING  
ACKNOWLEDGEMENT/SETTLEMENT  
AGREEMENT – 1<sup>ST</sup> VIOLATION

---

ON this \_\_\_\_ day of \_\_\_\_\_, 2008, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgement/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

THEREFORE, the City Council for the City of Council Bluffs, Iowa, FINDS that the above-captioned permittee has remitted to the City of Council Bluffs, Iowa, a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

\_\_\_\_\_  
THOMAS P. HANAFAN Mayor

Attest:

\_\_\_\_\_  
JUDITH RIDGELEY City Clerk

RESOLUTION NO. 08-70

A RESOLUTION authorizing the Mayor to execute an Order Accepting the Acknowledgement/Settlement Agreement from Hy-Vee Drugstore, 757 W. Broadway, Council Bluffs, IA 51501, for a violation of Iowa Code Section 453A.2(1).

WHEREAS, the State of Iowa has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs resulted in a citation being issued to an employee of Hy-Vee Drugstore, 757 W. Broadway; and

WHEREAS, the mandatory civil penalty has been paid, and it is in the best interest of the City to execute an Order accepting the Acknowledgement/Settlement Agreement for this violation.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgement/Settlement Agreement from Hy-Vee Drugstore, 757 W. Broadway, Council Bluffs, IA 51501, for a violation of Iowa Code Section 453A.2.

ADOPTED  
AND  
APPROVED March 10, 2008

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

## COUNCIL COMMUNICATION

Department: Public Works  
Case/Project No.: \_\_\_\_\_  
Applicant \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
Resolution No. 08-71

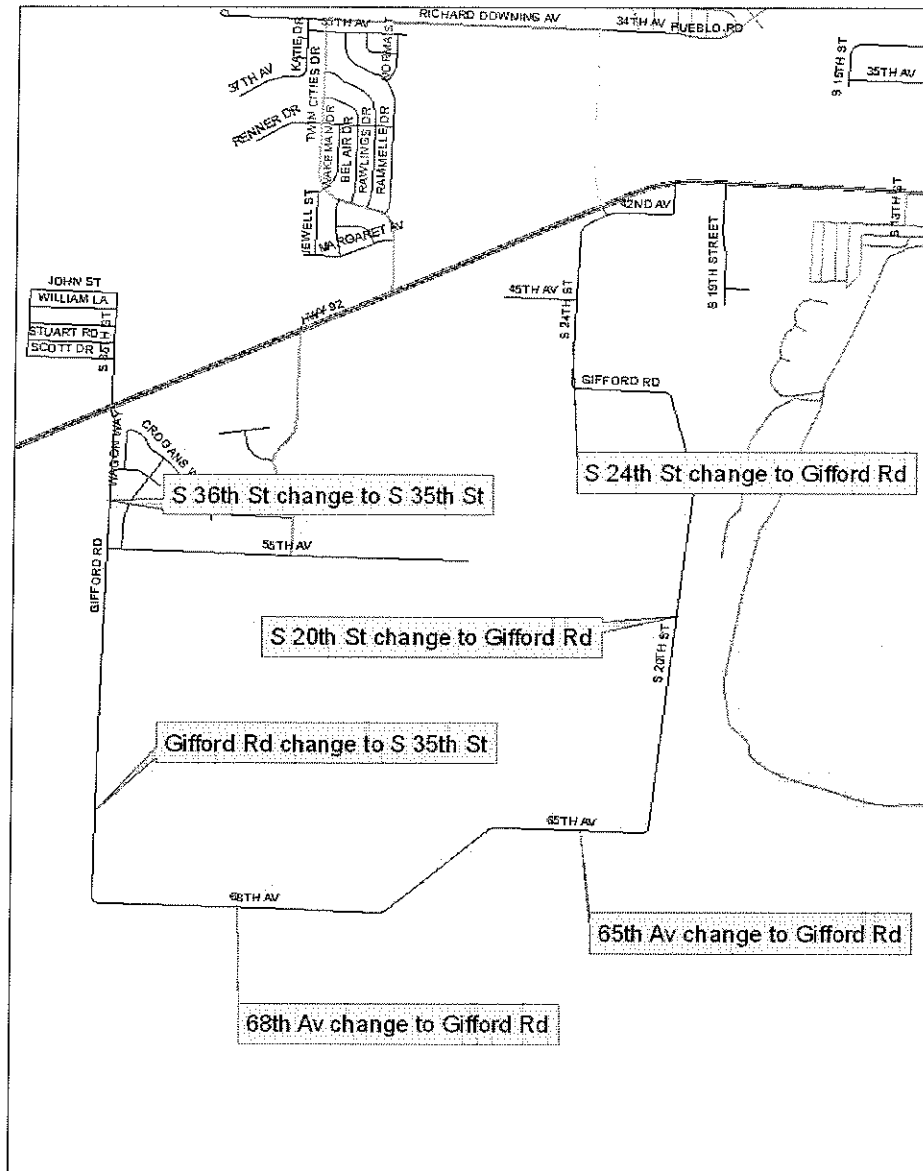
Council Action March 10, 2008

### SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor and City Council to rename several roadway segments.

### BACKGROUND/DISCUSSION

- At the request of Pottawattamie County G.I.S. and the 911 Communications Center a section of So. 36<sup>th</sup> Street between South Omaha Bridge Road and 55<sup>th</sup> Avenue to So. 35<sup>th</sup> Street; rename Gifford Road between 55<sup>th</sup> Avenue and 68<sup>th</sup> Avenue to South 35<sup>th</sup> Street; rename 68<sup>th</sup> Avenue between Gifford Road and Gifford Road to Gifford Road; rename 65<sup>th</sup> Avenue between Gifford Road and Gifford Road to Gifford Rd.; rename South 20<sup>th</sup> Street between Gifford Road and Gifford Road to Gifford Road; rename South 24<sup>th</sup> Street between South Omaha Bridge Road and Gifford Road to Gifford Road.



## RECOMMENDATION

Approval of this resolution

*Greg Reeder*

Greg Reeder, Public Works Director/City Engineer

The Honorable Thomas P. Hanafan, Mayor

**R E S O L U T I O N**

**No. 08-71**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL  
TO RENAME SEVERAL ROADWAY SEGMENTS  
AT THE REQUEST OF  
POTTAWATTAMIE COUNTY AND 911 COMMUNICATION CENTER**

WHEREAS, there are several streets that need to be renamed  
to Gifford Rd.; and

WHEREAS, it is in the best interest of the city to rename these streets  
So. 36<sup>th</sup> Street between South Omaha Bridge Road and 55<sup>th</sup>  
Avenue to So. 35<sup>th</sup> Street; rename Gifford Road between 55<sup>th</sup>  
Avenue and 68<sup>th</sup> Avenue to South 35<sup>th</sup> Street; rename 68<sup>th</sup> Avenue  
between Gifford Road and Gifford Road to Gifford Road; rename  
65<sup>th</sup> Avenue between Gifford Road and Gifford Road to Gifford  
Rd.; rename South 20<sup>th</sup> Street between Gifford Road and Gifford  
Road to Gifford Road; rename South 24<sup>th</sup> Street between South  
Omaha Bridge Road and Gifford Road to Gifford Road.

WHEREAS, to more readily identify with the area.

**NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA**

**BE IT FURTHER RESOLVED**

That reference to these streets shall be updated along with any signage.

**ADOPTED**

**AND**

**APPROVED March 10, 2008**

---

Thomas P. Hanafan, Mayor

**ATTEST:**

---

Judith Ridgeley, City Clerk

## Council Communication

Department: Mayor	Ordinance No. Resolution No. _____	Council Action: <u>3/10/2008</u>
<b>Subject/Title</b>		
Board and Commission appointments		
<b>Background/Discussion</b>		
Airport Authority		
<b>Recommendation</b>		

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Mayor Signature

# Memo

**To:** Members of City Council

**From:** Mayor Tom Hanafan

**Date:** March 3, 2008

**Re:** Appointment for March 10, 2008 Council Meeting

---

With City Council concurrence, I would like to make the following appointments:

**Council Bluffs Airport Authority**

Appoint Rick Crowl at 310 W Kanesville with term expiring on March 10, 2011.

Reappoint Al Bach, 22542 James Drive, Brad Knott, 300 Simms Ave, Steve Elliott, 19463 Cortez Lane, and Barbara J. Vredeveld at 311 Ridge Rd with terms expiring on March 10, 2011.

Reappoint Dr. Kevin Jones, 1104 Simms Ave, Bill McGinn, 2817 McIneery Dr. #1303, Dean Krueger, 1725 Fair Oaks, and John Dalton at 16749 State Orchard Rd with term expiring on March 10, 2009.



2/25/08

DATE

I acknowledge receiving a Notice of Expiration of Right of Redemption from Tax Sale for the property assessed to Robert S. Stevens and located at 215-217 South 10<sup>th</sup> Street,, Council Bluffs, Iowa and legally described as:

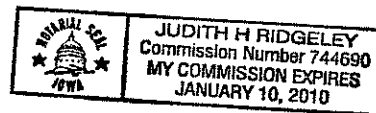
The North 51 ½ feet of Lot 6, in Block 11, Bayliss Second Addition to the City of Council Bluffs, Pottawattamie County, Iowa,

which Notice is dated February 25, 2008 and signed by Curtis J. Heithoff as the attorney for M J Investments, the party giving the Notice of Expiration of Right of Redemption from Tax Sale.

Marcia L. Worden, Deputy  
COUNCIL BLUFFS CITY CLERK

Subscribed in my presence and sworn to before me this 25<sup>th</sup> day of February, 2008.

Judith H. Ridgeley  
NOTARY PUBLIC



COUNCIL BLUFFS  
CITY CLERK  
2008 FEB 25 A 8:59

8A

**NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION  
FROM TAX SALE**

TO: Robert S. Stevens  
C/O 3510 Dodge Street  
Omaha, NE 68131

The Persons in whose Name  
the Following Described  
Property is Assessed

TO: Parties in Possession  
215-217 South 10<sup>th</sup> Street  
Council Bluffs, IA 51501

The Persons in Possession  
of the Following Described  
Property

You, and each of you, are notified that on the 20<sup>th</sup> day of June, 2005, the following described property, situated in Pottawattamie County, Iowa, to-wit:


The North 51 ½ feet of Lot 6, in Block 11, Bayliss Second Addition to the City of Council Bluffs, Pottawattamie County, Iowa,

with a street address of 215-217 South 10<sup>th</sup> Street, Council Bluffs, Iowa, was sold by the County Treasurer of Pottawattamie County, Iowa, for the then delinquent real estate taxes against said property for to M J Investments, and a Certificate of Purchase at Tax Sale, Certificate No. 05/0040, was duly issued to M J Investments by the County Treasurer of Pottawattamie County, Iowa, pursuant to said sale, which Certificate is now lawfully held and owned by M J Investments and that the right of redemption will expire and a Deed for said property will be executed and delivered unless redemption from said sale is made within ninety (90) days from the completed service of this Notice.

DATED this 25<sup>th</sup> day of February, 2008.

M J Investments

BY: \_\_\_\_\_

  
CURTIS J. HEITHOFF  
508 South 8<sup>th</sup> Street  
Council Bluffs, Iowa 51501  
Telephone: (712)-325-0888

ITS ATTORNEY

## OFFER TO BUY CITY PROPERTY

Council Bluffs, Pottawattamie County, Iowa, March 3, 2008

TO: THE CITY OF COUNCIL BLUFFS, IOWA:

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, described as follows:

Parcel #: 7544 25 388 008  
Legal : Bayliss 1st Add S39' Lts 11 & 12 S10'  
Lt 13 Blk 3 (Creek)

together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

- (a) Title shall be taken subject to applicable zoning restrictions, except as in (1) below:
- (b) And subject to easements of record for public utilities, public roads and public highways; at \$0.50 per square foot, for a total sum of \$1,872.50, payable at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, as follows:

by payment of \$25.00 (down payment is required in the amount of \$25.00 or 10% of the total purchase price, whichever is greater) herewith to be held by the City Clerk of Council Bluffs, Iowa, pending passage of an ordinance authorizing vacation and disposal of the described property and authorizing the Mayor and City Clerk of Council Bluffs, Iowa, to execute the City Deed to the described property; and the balance of \$1,847.50 to be paid upon execution and delivery of the City Deed by the Mayor and City Clerk of Council Bluffs, Iowa.

(1) SPECIAL USE. This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following conforming use of said real estate:

(2) TAXES. All subsequent taxes shall be paid by Buyers.

(3) SPECIAL ASSESSMENTS. All subsequent special assessments shall be paid by Buyers.

(4) INSURANCE. Buyers, if they desire, may obtain insurance to cover risk of loss from hazards.

(5) POSSESSION. Buyers are entitled to possession of the described property upon payment of the balance due and receipt of the City Deed.

(6) REJECTED OFFER. If this offer is rejected by the City Council of the City of Council Bluffs, Pottawattamie County, Iowa, it shall become null and void and all payments shall be repaid to the Buyers.

(7) DEED. Upon payment of the purchase price, the City shall convey title by City Deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer and delivery of deed.

8 B

(8) OTHER PROVISIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

David Kohl's Pharmacy & Homecare  
Buyer \_\_\_\_\_ Buyer's Spouse \_\_\_\_\_

President  
Title \_\_\_\_\_

12759 Q ST OMAHA, NE 68137  
Address \_\_\_\_\_

402 895 6812  
Telephone \_\_\_\_\_

STATE OF IOWA )  
COUNTY OF ) SS  
POTTAWATTAMIE )

On this 3 day of March, 20 08, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared DAVID KOHL, to me known to be the identical persons named in and who executed the within and foregoing instrument "Offer To Buy City Property" in its entirety and acknowledged that they executed the same as their voluntary act and deed.



Joyce Jones  
Notary Public in and for said State

March 3, 2008

City Clerk / Mr. Donald Gross  
City of Council Bluffs  
209 Pearl Street  
Council Bluffs, IA 51503-4270

RE: Kohll's Pharmacy – Kanesville

Dear Don:

Enclosed for your review is an "Offer to Buy City Property" located at the legal address of: BAYLISS 1ST ADD S39' LTS 11 & 12 S10' LT 13 BLK 3 (CREEK). I would like to purchase the above mentioned parcels (approximate size 3,745 SF) as I am in the process of purchasing the adjacent property located between 6<sup>th</sup>-7<sup>th</sup> & Kanesville Boulevard. My intention is to develop a 10,000 square foot Kohll's Pharmacy and Homecare at this location.

I have also included the proposed Kohll's site plan for the property, an ALTA survey as well as a plan showing the City parcels I would like to purchase shaded in yellow.

Please do not hesitate to contact me at 306.6512 with any questions regarding this offer and/or to discuss further.

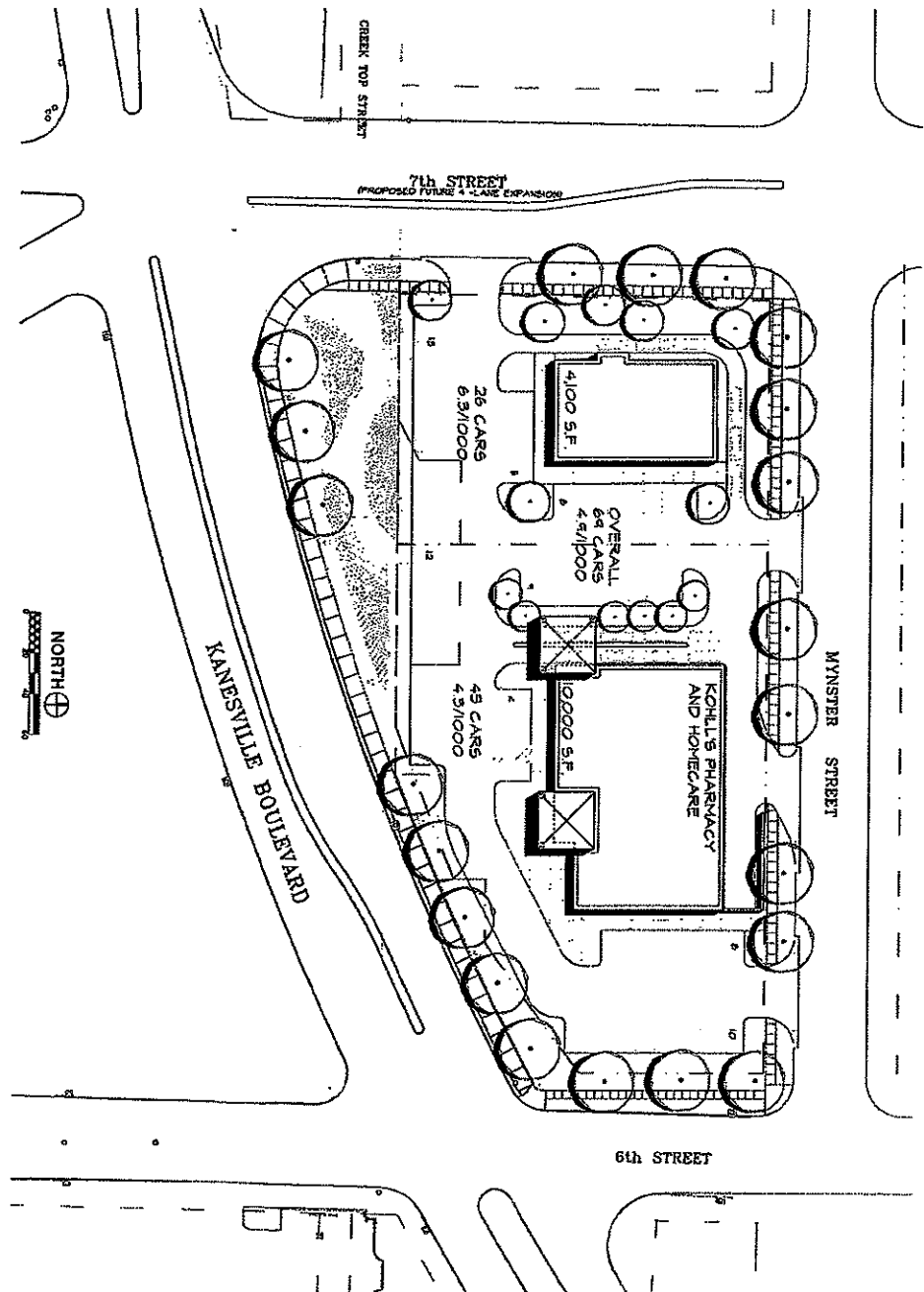
I look forward to working with you on this project.

Sincerely,



David Kohll  
*Kohll's Pharmacy and Homecare, Owner*

COUNCIL BLUFFS  
CITY CLERK  
2008 MAR - 3 P 3:01



THE LUND COMPANY  
 120 Regency Parkway  
 Omaha, NE 68114  
 402/290.2125 (D)  
 402/393.2402 (F)  
 CONTACT: SCOTT SCHNEIDERMAN

1" = 100'	1" = 100'
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*Pindyl & Shuck*  
 ARCHITECTS

1000 Grand Street, Suite 200, Omaha, Nebraska 68102 (402) 442-1111

KOHL'S PHARMACY  
 AND HOMECARE  
 6TH STREET AND KANESVILLE BLVD  
 COUNCIL BLUFFS, IOWA

CONCEPT 3  
 JANUARY, 2008

LOTS 9-13 AND LOTS A-E IN AUDITOR'S SUBDIVISION OF LOTS 14-16, ALL IN BLOCK 3 OF BAYLISS 1st ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

[illegible]

SAID PARCEL CONTAINS AN AREA OF 1.458 ACRES (81,431 s.f.), MORE OR LESS

SECURITY TITLE COMPANY  
COMMITMENT NUMBER: 01011344  
SCHEDULE B.2 ITEMS

1-3 THE FINDS MAY AFFECT THE SUBJECT PROPERTY BUT ARE NOT SURVEY RELATED.

6 ORDINANCE NO. 9885 CHANGING THE ZONING DISTRICT DESIGNATION DOES AFFECT THE SUBJECT  
7 PROPERTY BY CHANGING THE ZONING DESIGNATION FROM C-3 TO C-4 COMMERCIAL.

6. TERMS AND CONDITIONS OF EASEMENT RECORDED IN BOOK 82, PAGE 7245, DOES NOT AFFECT TO THE EXTENT OF PROVIDING ACCESS ACROSS SAID PROPERTY ALONG THE SOUTHERLY PORTION OF LOTS 11 AND 12.

8 THE DOCUMENT RECORDED AT BOOK 62, PAGE 8120 DOES NOT AFFECT THE SUBJECT PROPERTY.

10 THE ENCUMBRANCES LISTED MAY AFFECT THE SUBJECT PROPERTY BUT ARE NOT SURVEY  
RELATED AND ARE NOT SHOWN ON THE DRAWING.

**NOTE:**

THIS PROPERTY IS ZONED "C-4" WHICH HAS A HEIGHT RESTRICTION OF 100 FEET FOR PRINCIPAL STRUCTURES AND 24 FEET FOR ACCESSORY STRUCTURES.

BLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AND ZONE "A1" AS SHOWN ON COMMUNITY PANEL # 191360041E EFFECTIVE DATE OF FEB. 4, 2009. ZONE "X" IS AN AREA OF 0.2 % ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH

SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE "A" IS FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.

[illegible]

TO: ENDEAVOUR GROUP AND SECURITY LAND TITLE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSRP IN 2005, AND (INDICATE EITHER "T" OR "F")

POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SET FORTH IN THE IOWA PROFESSIONAL SURVEYING ACT, CHAPTER 176, IOWA CODE, 1973, AS AMENDED, AND THE IOWA PROFESSIONAL SURVEYING BOARD, IOWA DEPARTMENT OF REVENUE, HAS REVIEWED AND APPROVED THIS CERTIFICATION, UNDERSTANDING THAT THE SURVEYING STANDARDS AS ADOPTED BY THE BOARD ARE THE SAME AS THE STANDARDS ADOPTED BY THE NATIONAL ASSOCIATION OF PROFESSIONAL SURVEYORS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDESIGNED FURTHER CERTIFICATION BY THE BOARD IS NOT REQUIRED. THE SURVEYING STANDARDS AS ADOPTED BY THE BOARD ARE THE SAME AS THE STANDARDS ADOPTED BY THE NATIONAL ASSOCIATION OF PROFESSIONAL SURVEYORS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDESIGNED FURTHER CERTIFICATION BY THE BOARD IS NOT REQUIRED.

I hereby certify that the land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

MELVIN Q. SAMPLES DATE

License Number 100811  
My license period ends in December 31, 2009  
Persons or checks received for this state

SECRET

Age Group	Percentage of Respondents
18-29	85%
30-39	80%
40-49	75%
50-59	70%
60-69	65%
70-79	60%
80+	55%

**hgm**  
ASSOCIATES INC.  
640 FIFTH AVENUE COUNCIL BLUFFS, IOWA  
PHONE: (712) 323-0530

DEF	_____
drawn	_____
DEF	_____
designed	_____
MGS	_____
approved	_____
NOV '06	_____
date	_____
revision	_____
	_____

project ALTA/ACSM SURVEY  
BLOCK 3, BAYLESS 1st ADDITION

client ENDEAVOUR GROUP c/o LUND COMPANY  
120 REGENCY PARKWAY, OMAHA, NE, 68114

sheet

project no.  
11846  
about  
10F1





Find Property   Res Sales   Com DOVs

7544 25 388 008

000 035 033 001794 000 000

--- Permanent Property Address ---

----- Mailing Address -----

COUNCIL BLUFFS, CITY OF

COUNCIL BLUFFS, CITY OF

209 PEARL

COUNCIL BLUFFS IA 51503

=====

Assr Info:

District: 000

Urban Renewal:

Tax Sale:

Current Gross Tax: 0.00

===== BILLING SUMMARY =====

more

Taxable

----- First -----

----- Second -----

Year Dist

Value

Tax Due

Charges

Payment

Posted

Payment

Pos

===== LEGAL DESCRIPTION =====

BAYLISS 1ST ADD S39' LTS 11 & 12 S10' LT 13 BLK 3 (CREEK)

===== ASSESSED VALUE =====

land: \$0	dwelling: \$0	building: \$0	total: \$0	year/cl
land: \$0	dwelling: \$0	building: \$0	total: \$0	year/cl
land: \$0	dwelling: \$0	building: \$0	total: \$0	year/cl
land: \$0	dwelling: \$0	building: \$0	total: \$0	year/cl

===== OWNERS =====

1 D COUNCIL BLUFFS, CITY OF      book/page:      H/S eligible:

===== EXEMPTIONS & CREDITS =====

2004 RL03	0.00	Government Land
2005 RL03	0.00	Government Land
2006 RL03	0.00	Government Land
2007 RL03	0.00	Government Land

===== ASSESSMENT DATA =====

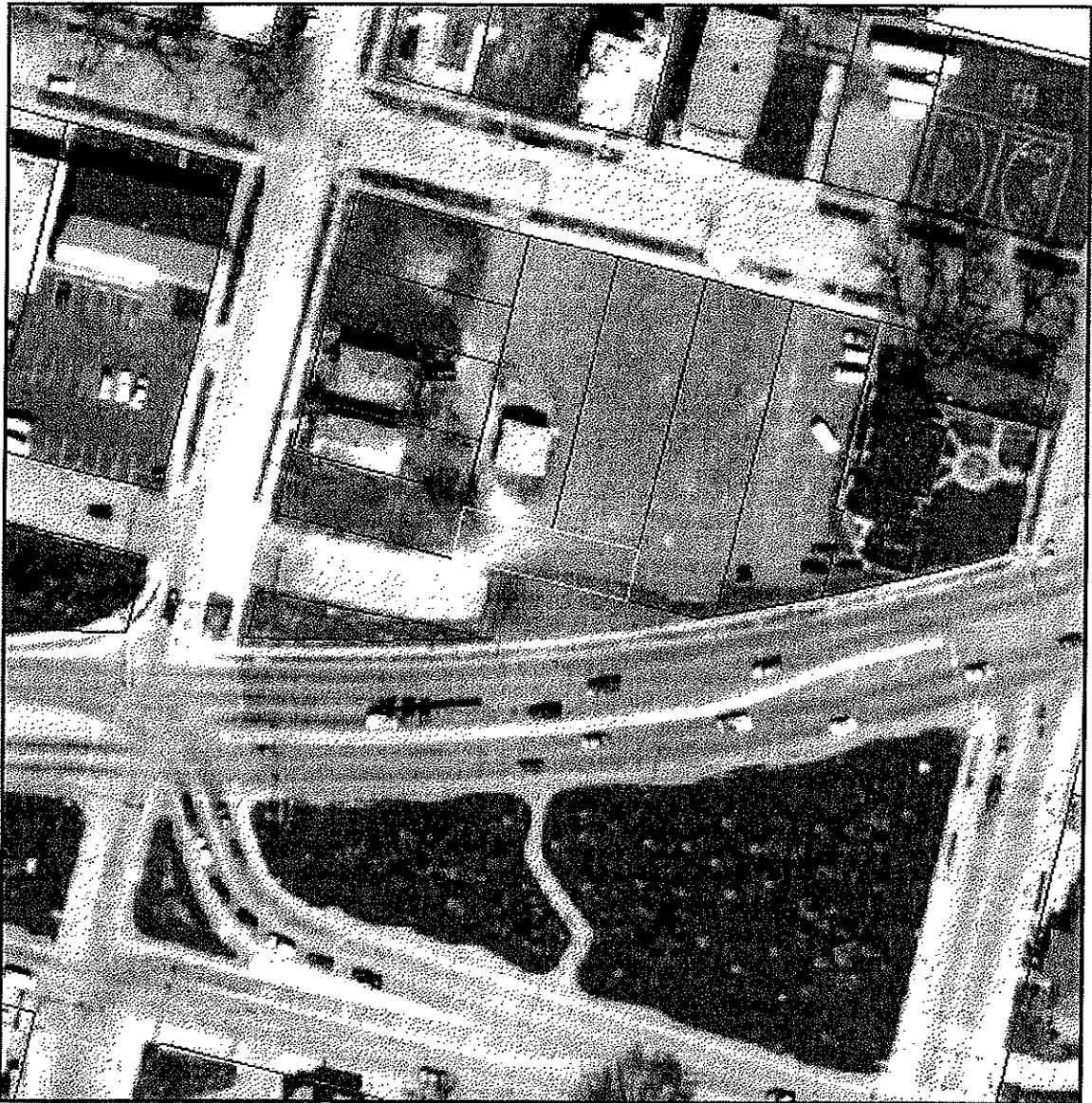
PDF: 02    MAP: 4    PLAT: 194    RES BLDGS: 0    COM BLDGS: 0    AG BLDGS: 0    YARD EXT

Entry: Inspected    Date Inspected: 3/17/1994    List/Review: TL/CJ

LAND.....4400 sqFt      .10 acres

Lot 1: Frontage	Rear	Side-1	Side-2	Rear-Lot	D-Factor	EFF
100	100	39	39	153	.06	6
Lot 2: Frontage	Rear	Side-1	Side-2	Rear-Lot	D-Factor	BFF
10	10	50	50	182	.06	

Zoom Out    Zoom In



600ft x 600ft

Click any parcel to go to its web page  
See more maps from the [County GIS Map Department](#)

As of: On Web

[Get Card](#)

[Find Property](#) [Res Sales](#) [Com DOVs](#)

**2008**  
**Salvage Yard License Application**

Business Name: Lake Manawa Storage Date: 1/28/08

Business Address: 31 Pickard Lane Phone: 366-1547

Owners Name: Richard Bachman Address: 33 Pickard Ln. Phone: Same

Type of Business: Firm If Corporation, List Officers: \_\_\_\_\_  
Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_

Note: If foreign corporation, proof must be attached showing capability of doing business in Iowa.

Legal Description Of The Property: Rayoma Subdivision, Lots 46 – 50 ; Lot 51 & 52 and Lt. 69

Total Area (Square Feet) Available For Business Location (fenced-in areas inclusive of any buildings): \_\_\_\_\_  
Over 20000 sq ft.

Will Retail Sales Be Made On Premises? Yes No

Nature And Type Of Salvage Equipment: \_\_\_\_\_

What Is Zoning At This Location? I-2

Has Conditional Use Been Granted Under City Ordinance? Yes N/A No Not Applicable

If Yes, Give Date: \_\_\_\_\_ If No, Give Date For Zoning Board Of Adjustment Consideration: \_\_\_\_\_

I, Richard Bachman Do Hereby Affirm That All Of The Above Information Is True And Correct To The Best Of My Knowledge.

\_\_\_\_\_  
Signature Of Applicant

(Fee must accompany application) 0 - 5,000 sq. ft. - \$50.00 5,001 - 10,000 sq. ft. - \$100.00 10,001 - 20,000 sq. ft. - \$150.00  
20,001+ sq. ft. - \$200.00 Renewal fee - same as original fee

Consolidated Comments Of Fire, Zoning, Building and Health Officials: \_\_\_\_\_

Recommendation To Council Pertaining To Issuance Of License: \_\_\_\_\_

\_\_\_\_\_  
Public Health Sanitarian

\_\_\_\_\_  
Approve  
\_\_\_\_\_  
Deny

\_\_\_\_\_  
Donn Dierks Public Health Director

\_\_\_\_\_  
Approve  
\_\_\_\_\_  
Deny

8001

**RECEIPT**  
**CITY OF COUNCIL BLUFFS**  
**Office of City Clerk**

**Date Paid:** 1/28/2008  
**Receipt No:** 20807  
**Received from:** Lake Manawa Storage  
**Amount:** \$250.00  
**Item:** Lic-Salvage/Storage/Rubble Dump  
**Payment Type:** Check  
**Check No:** 2003  
**Begin Date:**  
**Expiration Date:**  
**Issued by:** Marcy  
**Comments:** 2008 Salvage Yard License Application located at 1018  
Wright Road

2008

# Salvage Yard License Application

Business Name: Ganceden Metals Date: 12/19/07  
Business Address: 1301 N. 14TH Street Phone: 712 256-8882  
Owners Name: Harold Edelman Address: 18067 330TH Street Phone: 712 482-3115  
Type of Business: ☒ Firm If Corporation, List Officers: \_\_\_\_\_  
Partnership \_\_\_\_\_  
Corporation Tonyo, Ia. 51575

Note: If foreign corporation, proof must be attached showing capability of doing business in Iowa.

Legal Description Of The Property: \_\_\_\_\_

Total Area (Square Feet) Available For Business Location (fenced-in areas inclusive of any buildings): \_\_\_\_\_

17,000 sq. ft.

Will Retail Sales Be Made On Premises? ☐ Yes ☒ No

Nature And Type Of Salvage Equipment: Trucks, trailer, forklifts, skid loader, vertical baler, hydraulic shear

What Is Zoning At This Location? Heavy Industrial

Has Conditional Use Been Granted Under City Ordinance? ☐ Yes ☐ No ☒ Not Applicable

If Yes, Give Date: \_\_\_\_\_ If No, Give Date For Zoning Board Of Adjustment Consideration: \_\_\_\_\_

I, Harold Edelman, Do Hereby Affirm That All Of The Above Information Is True And Correct To The Best Of My Knowledge.

Harold Edelman

Signature Of Applicant

(Fee must accompany application) 0 - 5,000 sq. ft. - \$50.00 5,001 - 10,000 sq. ft. - \$100.00 10,001 - 20,000 sq. ft. - \$150.00  
20,001+ sq. ft. - \$200.00 Renewal fee - same as original fee

Consolidated Comments Of Fire, Zoning, Building and Health Officials: \_\_\_\_\_

Recommendation of Council Pertaining To Issuance Of License: \_\_\_\_\_

Donn Dierks Public Health Director

Approve

Deny

Approve

Deny

Action by Council:

Endorsed

Modified

Rejected

Date

R&E

1/28/08

80(2)

**RECEIPT**  
**CITY OF COUNCIL BLUFFS**  
**Office of City Clerk**

**Date Paid:** 1/8/2008  
**Receipt No:** 20790  
**Received from:** Ganeeden Metals  
**Amount:** \$150.00  
**Item:** Lic-Salvage/Storage/Rubble Dump  
**Payment Type:** Check  
**Check No:** 3028  
**Begin Date:** 1/1/2008  
**Expiration Date:** 12/31/2008  
**Issued by:** Judie  
**Comments:** Ganeeden metals 1301 N 14th Street Council Bluffs Iowa  
51501

Inspected by: [Signature]

## 2008 Storage Yard License Application

Business Name: CHARLES W. CULP Date: 2/19/08  
Business Address: P.O. BOX 1036, ST. MARYS, GA 31558 Phone: 712-322-6464  
Owners Name: CHARLES CULP Address: PO BOX 1036 ST MARYS GA, 31558 Phone: 912-882-2779  
Type of Business: ☒ Firm ☐ Partnership ☐ Corporation  
If Corporation, List Officers: \_\_\_\_\_

Note: If foreign corporation, proof must be attached showing capability of doing business in Iowa.

Legal Description Of The Property: LOTS 6-12, BLK 12 RAILROAD ADDITION  
(2230 23RD AVENUE)

Total Area (Square Feet) Available For Business Location (fenced-in areas inclusive of any buildings):  
32,000 SQ FT.

What Is Zoning At This Location? G M

Has Conditional Use Been Granted Under City Ordinance? ☐ Yes ☐ No ☒ Not Applicable

If Yes, Give Date: \_\_\_\_\_ If No, Give Date For Zoning Board Of Adjustment Consideration: \_\_\_\_\_

I, CHARLES W CULP, OWNER, Do Hereby Affirm That All Of The Above Information Is True And Correct To The Best Of My Knowledge.

Charles W Culp Signature Of Applicant

(Fee must accompany application) 0 - 5,000 sq. ft. - \$50.00 5,001 - 10,000 sq. ft. - \$100.00 10,001 - 20,000 sq. ft. - \$150.00  
20,001 + sq. ft. - \$200.00 Renewal fee - same as original fee

Consolidated Comments Of Fire, Zoning, Building and Health Officials: \_\_\_\_\_

Recommendation To Council Pertaining To Issuance Of License: \_\_\_\_\_

Donn Dierks, Public Health Director

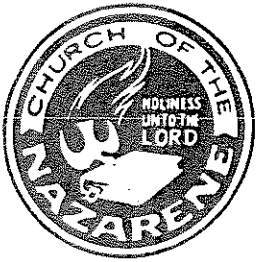
\_\_\_\_\_  
Approve  
Deny

\_\_\_\_\_  
Approve  
Deny



**RECEIPT**  
**CITY OF COUNCIL BLUFFS**  
**Office of City Clerk**

**Date Paid:** 2/22/2008  
**Receipt No:** 20825  
**Received from:** Charles Culp  
**Amount:** \$200.00  
**Item:** Lic-Salvage/Storage/Rubble Dump  
**Payment Type:** Check  
**Check No:** 3894  
**Begin Date:**  
**Expiration Date:**  
**Issued by:** Marcy  
**Comments:** 2008 Storage Yard License Application for Lots 6-12,  
Block 12, Railroad Addition

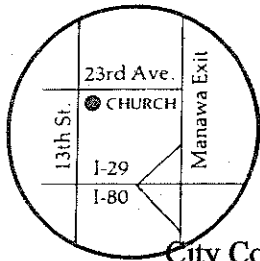


# Emanuel Church of the Nazarene

2309 S. 13th Street  
Council Bluffs, Iowa 51501  
(712) 328-0940

## SCHEDULE OF SERVICES

Sunday School ..... 9:30 A.M.  
Morning Service ..... 10:30 A.M.  
Evening Service ..... 6:00 P.M.  
Tuesday Visitation ..... 6:30 P.M.  
Wednesday Service ..... 7:00 P.M.



City Council/Clerk  
City Hall  
Council Bluffs, Ia. 51501

2/27/08

City Council:

I'm contacting you concerning a situation that our church has become involved in. For the last 2 years our church has rented a dumpster to handle the church's weekly garbage. This was in compliance with the state ruling that churches are commercial businesses and no longer privilege to having garbage picked up via the residential system. Renting the dumpster has led to unforeseen problems. For instance, we have had to move the dumpster two times. Once it was because the church installed a new asphalt parking lot that couldn't withstand a garbage truck driving on it without significant damage being done to it. If damage happened, the church wouldn't have the money to repair the parking lot. We moved the dumpster to our property west (across 13<sup>th</sup> St.) of the church. It was located there for a year until we moved it to repair a sidewalk that had been damaged by a garbage truck. In repairing the sidewalk the church also widened the drive entrance so the dumpster could be put back there. We moved it back there almost a year ago enclosing it with a fence (no permit required because the fence was under 6 feet tall) after trying a location on the north side of the church (along 23<sup>rd</sup> Ave.). The dumpster is still west of the church (across S. 13<sup>th</sup> St.) at this time. The dumpster was moved from north of the church (along 23<sup>rd</sup> Ave.) because it blocked the view of the church sign, interfered with vision looking west on 23<sup>rd</sup> Ave. and was an "eyesore" on the landscaping of the church property.

9A

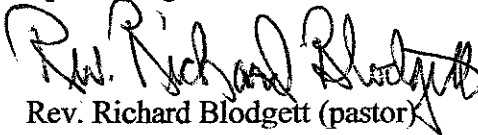
We are contacting you, the city council, to ask your help in resolving our current situation. We have been told by the city planning commission that we have to move the dumpster because it's not located according to the city code. We weren't aware of this when we moved it to the present location (even after we had checked with a city engineer, the city health office and the planning commission). No one told us it couldn't be put there. In fact we were told to "go ahead and put it there." The rationale was that it was on our property and didn't interfere with anything. The reason we have been told to move the dumpster is because someone complained. Why weren't we told from the beginning the dumpster couldn't go there instead of allowing the church to spend money from a tight budget to put it there?

We're asking the city council to allow the church to keep the dumpster where it presently is by ruling the situation to be special. We know this is asking the city council to do something they may not be comfortable doing, but for the church, like the city, money is tight and having to spend more on a dumpster would create a hardship for the church. Plus the fact we were never told it couldn't be there even after we checked with the different city departments.

We are also asking that this request be put on the agenda of the next city council meeting on Monday, March 10.

Thank you for your understanding and help in this matter.

Representing Emanuel Church of the Nazarene,

  
Rev. Richard Blodgett (pastor)